

2023 CHEERWINE UNIQUELY SOUTHERN SUMMER CONTEST - OFFICIAL RULES

The Cheerwine Uniquely Southern Summer Contest (the "Contest") is offered by Carolina Beverage Corporation, ("Cheerwine") and is administered by The Padgett Smith Project ("Administrators"). Carolina Beverage Corporation hereinafter will be referred to as the "Contest Sponsor".

NO PURCHASE NECESSARY TO PLAY.

General Contest Information: You may enter the Contest on:

- a) Facebook by visiting www.facebook.com/cheerwine
- b) Instagram by visiting www.instagram.com/drinkcheerwine
- c) Twitter by visiting www.twitter.com/drinkcheerwine;
- d) TikTok by visiting www.tiktok.com/drinkcheerwine;
- e) Uploading receipts by visiting <https://cheerwine.com/contest/>
- f) Entering bonus codes by visiting <https://cheerwine.com/contest/>

IMPORTANT: See Rule 3) HOW TO PLAY below for full details on entering the contest.

The Contest is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, Twitter or TikTok. No purchase is necessary for the Contest (see Rule 3, below). Making a purchase will not increase your chances of winning. Once entered you have a chance to win the prizes as described in Rule 5 below.

Any questions, concerns or comments regarding the Contest can be forwarded by email to contestmaster@cheerwinesocialcontest.com or by sending a self-addressed, stamped envelope to "Cheerwine Contest, 600 Main Street, #300, Tonawanda, NY 14151-0888.

1) CONTEST DATES: The Contest begins at 9:00:00 AM Eastern Daylight Time ("ET") on May 29, 2023 (the "Contest Start Date") and is scheduled to end at 11:59:59 PM Eastern Daylight Time ("ET") on July 30, 2023 (the "Contest End Date"). The period from the Contest Start Date through the Contest End Date is known as the "Contest Period".

2) WHO CAN PLAY: The Contest is open only to individuals who are legal residents of the contiguous United States of America except for the states of California, New York, and Rhode Island (the "Contest Area"), who have reached the age of thirteen (13) years, as of the Contest Start Date, in the state in which they reside. Corporate or business accounts are not allowed. Contest participants under the age of majority in the state in which they reside are not eligible to win prizes in the Contest. If you are under the age of majority, you must have a parent or legal guardian to accept the prize on your behalf. See Rule 6 for details on claiming prizes. Employees and immediate family members (living in the same household) of the Contest Sponsor, its affiliates and agents, contractors, and the Administrators, are not eligible to enter or win prizes. The Contest is void outside of the Contest Area and where otherwise prohibited or restricted by law.

3) HOW TO PLAY: There are three (3) ways to enter the Contest for chances to win: A) Through your social media accounts; B) By uploading a valid receipt showing purchase of any Cheerwine product at <https://cheerwine.com/contest/> or C) By entering a valid Bonus Code at <https://cheerwine.com/contest/>. There will be one winner each week for each entry method, selected from all eligible entries for that entry method. The grand prize winner will be selected from all eligible entries across all entry methods following the Contest End Date.

- A) SOCIAL MEDIA POSTS:** To enter the Contest through your social media accounts, you must have a registered account with Facebook, Instagram, Twitter or TikTok which you may obtain for free at www.facebook.com, www.instagram.com, www.twitter.com or www.tiktok.com ("social media channel(s)"). Each valid social media post (see details below) will be eligible to win one of the Weekly Prizes and will generate three (3) automatic ballot entries for the Grand Prize (see Rules 5 B) and 5C) below).

To Participate on Facebook: With a registered Facebook account, visit <https://www.facebook.com/cheerwine> during the Contest Period and create a public image post or video ("post") on the Cheerwine Facebook timeline, that shows how you are "Experiencing Cheer" this summer with Cheerwine and include #CheerwineSummer. Post photos or videos must include an image of Cheerwine

or the Cheerwine logo or brand with your comment. Photos or videos must be original and may only be used once during the contest period. Photoshopped or duplicated images or videos will not be eligible. Contest Sponsor reserves the right to disqualify your photo, video, or entry at any time.

To Participate on Instagram: With a registered Instagram account, during the Contest Period, create a public post with #CheerwineSummer that shows how you are “Experiencing Cheer” this summer with Cheerwine. Post must include an image of Cheerwine or the Cheerwine logo or brand with your comment. Post must be original and may only be used once during the contest period. Photoshopped or duplicated images or videos will not be eligible. Contest Sponsor reserves the right to disqualify your photo, video, or entry at any time.

To Participate on Twitter: With a registered Twitter account, create a public post and include a photo, during the Contest Period, with #CheerwineSummer that shows how you are “Experiencing Cheer” this summer with Cheerwine. Post photos must include an image of Cheerwine or the Cheerwine logo or brand with your comment. Photos must be original and may only be used once during the contest period. Photoshopped or duplicated images will not be eligible. Contest Sponsor reserves the right to disqualify your photo or entry at any time.

To Participate on TikTok: With a registered TikTok account, create a public post during the Contest Period, with #CheerwineSummer that shows how you are “Experiencing Cheer” this summer with Cheerwine. Post must include Cheerwine or the Cheerwine logo or brand with your comment. Videos and images must be original and may only be used once during the contest period. Photoshopped or duplicated images and videos will not be eligible. Contest Sponsor reserves the right to disqualify your photo or entry at any time.

Posts must be submitted pursuant to the (a) Content Restrictions (as set forth in the Content Restrictions section below), and (b) Facebook Terms and Community Standards available at www.facebook.com. By successfully posting, as directed, a photo and comment or video that remains posted through the Contest End Date you will receive three (3) ballot entries in the Contest (“eligible entry or entries”). Comments hidden or removed from the Contest post prior to the Contest End Date will be void. All eligible entries received from all social media channels will be combined and the Contest Sponsor or Administrators and / or their Agents (“Administrators”) will select from among all eligible entries received during the Contest Period to award the prizes as outlined in Rule 5 below.

Terms of Submission: Social accounts must relate to a single individual. The individual in whose name the account is registered to, shall be considered the entrant. You may only submit one (1) eligible entry per person, per day, per social media channel. Each entry must be unique and original and not a duplication of a prior entry.

Rights Granted by you: By entering the Contest, you agree that: (a) the Administrators, Contest Sponsor, and their respective licensees, successors and assigns will have the right to use all or a part of your entry, your name and address (city and state), anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised, without compensation and without notice to you and without consideration, review or approval from you; and (b) You agree that you will not now, nor in the future, be paid for your entry or for granting the Administrators or Contest Sponsor any of the rights set out in these Rules.

Content Restrictions: Entrants must not include any of the following content (the "Content Restrictions") in any entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages or reflects negatively on the Social Entities, their owners and employees; (g) tobacco, alcohol or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-

produced video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state where the entry is created. Any entry that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified and eliminated from consideration.

Your Representations and Warranties for Social Post Entry: By entering the Contest through your social media accounts, you represent and warrant that:

- a) Your entry, in its entirety, is an original work by you and you have not included third party content in or in connection with your entry without permission.
- b) Your entry will not cause injury or damage to any other person relying upon any instructions contained in your entry.
- c) Your entry, the use thereof by the Contest Administrators, or the exercise by the Contest Sponsor or Administrators of any of the rights granted by you under these Official Rules, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights.
- d) You have all the rights, licenses, permissions, and consents necessary to submit the entry and to grant all the rights that you have granted under these Contest Rules.
- e) All persons who were engaged by you to work on the entry or have contributed to the entry have:
 - (i) Given you their written consent to submit the entry without claims for payment of any kind; and
 - (ii) Provided written permission to include their name in or with your entry (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by the Contest Administrators to provide such permission in writing to the Contest Administrators; and
 - (iii) You have read, understood, accept and agree to be bound by these Official Rules and by the Contest Sponsor's privacy terms as set out at <https://cheerwine.com/privacy/> and understand that they may be amended from time to time.

B) UPLOAD RECEIPT: Throughout the Contest Period only, customers are invited to upload an image of their valid purchase receipts showing purchase of any Cheerwine beverage (includes Cheerwine cans, bottles, or fountain drinks). Each valid receipt uploaded will generate five (5) automatic ballot entries into the Weekly and Grand Prize Drawings. Valid purchase receipts must include proof of purchase made during the Contest period. Go to <https://cheerwine.com/contest/> and follow the instructions to upload your receipt. **All receipts must be uploaded by July 30, 2023, at 11:59 pm ET.**

NO PURCHASE NECESSARY ENTRY: You can obtain five (5) entries into the Contest without making a purchase by sending a 3" x 5" card legibly printed together with your name, your email address, your mailing address, and your phone number to "Cheerwine 2023 Summer Contest Entry Request", 600 Main Street, #300, Tonawanda, NY 14151-0888. Requests must be received by July 30, 2023. Limit one request per day; one request per outer mailing envelope. No mechanically reproduced or computer-generated requests allowed. Your eligible entries will be included in the Weekly and Grand Prize Drawings held after receipt of your request, for the Upload Receipt Contest Sweepstakes drawings only. Requests will not be returned. You will only be contacted if you are drawn as a potential winner.

C) BONUS CODES: Throughout the Contest Period, Contest Sponsor, Prize Partners, and other affiliates may offer Bonus Codes through a variety of communication channels including, but not limited to Facebook, Instagram, Twitter and TikTok. Customers are invited to enter Bonus Codes at <https://cheerwine.com/contest/>. Each valid Bonus Code entry will generate one (1) automatic ballot entry into the Weekly and Grand Prize Drawings. Bonus Codes can only be entered once per registered email address.

4) CHEERWINE SAVINGS COUPONS: When customers submit a valid post (using #CheerwineSummer as described in Rule 3A) above); upload a valid purchase receipt (as described in Rule 3B), above), or enter a valid bonus code (as described in Rule 3C) above, they will receive a Cheerwine Savings Coupon ("digital print-at-home coupon") valued at \$1.00 off any package of Cheerwine or Cheerwine Zero Sugar redeemable at participating retail stores. Limit two (2) digital coupons per entrant per month for the Contest Period. Valid social media post entries will receive a DM (direct

message) with a link to download their coupon. Valid purchase receipt entries and bonus code entries will receive an email with a “thank you for entering” message and a link to download their coupon.

5) WINNER SELECTION AND CONTEST PRIZES:

A) WINNER SELECTION: There are two (2) ways that winners will be selected:

i) Best Social Media Posts – Submit a valid post using #CheerwineSummer as described in Rule 3A) above for entry in the Contest. Contest Sponsor will nominate a selection committee of not fewer than three (3) Prize Contest judges (“judges”) who will select, in their opinion, the best eligible entry for one (1) of the three weekly prizes, as noted in Table 1 below. Criteria for selection will include, but is not limited to, the entries that are most visually appealing, the uniqueness of the entry and the clarity and impact of the original Cheerwine imagery, depicting how you are “Experiencing Cheer” this summer with Cheerwine. The decision of the judges will be final. Non-winning entries will be combined with all other entries and will be eligible for the Grand Prize Drawing.

ii) Contest Sweepstakes Drawings - Once you have successfully entered the Contest, using any of the methods described in Rule 3B) or 3C) above, your ballot(s) will be eligible to win Weekly and Grand Prizes as described below. One (1) of the three weekly prizes, as noted in Table 1 below, will be awarded from among all eligible entries received because of valid purchase receipt uploads and no purchase requests combined and one (1) of the three weekly prizes will be awarded from among eligible bonus code entries. Administrator will conduct random drawings at their offices in Charleston, SC following the schedule as detailed in Table 1, below. All eligible, non-winning entries will automatically carry forward to all subsequent drawings. The Administrators computers will be the official timeclock for the promotion. Limit one prize per person, per household, per email address.

B) WEEKLY PRIZES: There will be a total of twenty-seven (27) Weekly Prizes awarded (three (3) per week) throughout the Contest Period. See Table 1 below for a listing of all prizes, approximate retail values (“ARV”) and prize winner selection dates. Potential prize winners will be selected from among all eligible entries received prior to each selection date.

Table 1: Weekly Contest Prizes and Drawing Dates:

Prize Description (Details below)	ARV Each Prize	Available to be Won	Prize Winner Selection Dates - all dates are in 2023
Week 1: “Cheerwine Beach Day”	\$249.00	3	June 8, selected from valid entries received through 11:59 PM ET on June 4
Week 2: “Southern Sports Ticket package”	\$389.00	3	June 15, selected from valid entries received through 11:59 PM ET on June 11
Week 3: “The Dryes VIP Concert Experience”	\$314.00	3	June 22, selected from valid entries received through 11:59 PM ET on June 18
Week 4: “Carolina Foodies Gift Card Collection”	\$709.00	3	June 29, selected from valid entries received through 11:59 PM ET on June 25
Week 5: “Shopping with Cheerwine”	\$160.00	3	July 6, selected from valid entries received through 11:59 PM ET on July 2
Week 6: “Blackstone 36” Griddle”	\$563.00	3	July 13, selected from valid entries received through 11:59 PM ET on July 9
Week 7: “Carolina BBQ Gift Card Collection”	\$1,139.00	3	July 20, selected from valid entries received through 11:59 PM ET on July 16

Week 8: “Southern Favorites Collection”	\$464.00	3	July 27 selected from valid entries received through 11:59 PM ET on July 23
Week 9: “Hot Summer Fan Cave”	\$272.00	3	August 3 selected from valid entries received through 11:59 PM ET on July 30
TOTAL WEEKLY PRIZES		27	

For each week, three (3) Prize winner selections will be chosen to receive prizes as follows: The first prize each week will be awarded for the best Social Media Post. The second prize will be awarded from random drawing from among all ballots generated from correct and eligible Receipt Upload entries. The third prize will be awarded from random drawing from among all ballots generated from eligible Bonus Code entries. (See Rule 5A above for details.)

ADDITIONAL WEEKLY CONTEST PRIZE INFORMATION:

Week 1: “Cheerwine Beach Day” The prize consists of two (2) Cheerwine Folding Camp Chairs, two (2) Cheerwine Beach Towels, two (2) Cheerwine Hats, one (1) Cheerwine Soft Cooler, two (2) Cheerwine Can Koosies, one (1) Cheerwine Lip balm Trio, one (1) pair of NECTAR Sunglasses, and two (2) Cheerwine 12-pack Coupons. **Week 2: “Southern Sports Ticket package”** consists of two (2) tickets to Atlanta Braves, two (2) tickets to Charlotte Hornets, two (2) tickets to Carolina Hurricanes and two (2) Cheerwine 12-pack Coupons. This prize includes tickets and Cheerwine coupons only. Sponsor’s selection of dates and seat selection is final. All other expenses including travel, purchases at the game, etc., are the responsibility of the winner. **Week 3: “The Dryes VIP Concert Experience”** consists of two (2) tickets to concert of winner’s choice (as per availability at time of awarding of the prize), backstage Meet & Greet with the band and two (2) Cheerwine 12-pack Coupons. This prize includes tickets, Meet & Greet and Cheerwine coupons only. All other expenses including travel, purchases at the concert, etc., are the responsibility of the winner. **Week 4: “Carolina Foodies Gift Card Collection”** consists of 10 gift cards to multiple restaurants across North Carolina and South Carolina (varied amounts) and two (2) Cheerwine 12-pack Coupons. **Week 5: “Shopping with Cheerwine”** consists of one (1) \$100 Food Lion Gift Card, three (3) Cheerwine Reusable Shopping Bags, three (3) Cheerwine Note Pads, three (3) Cheerwine Pens and two (2) Cheerwine 12-pack Coupons. **Week 6: “Blackstone 36” Griddle”** consists of one (1) Blackstone 36” Griddle with hard cover and high shelves and two (2) Cheerwine 12-pack Coupons. **Week 7: “Carolina BBQ Gift Card Collection”** consists of fourteen (14) gift cards to multiple BBQ restaurants across North Carolina and South Carolina (varied amounts) and two (2) Cheerwine 12-pack Coupons. **Week 8: “Southern Favorites Collection”** consists of one (1) Mt. Olive Traditional Gift Pack, one (1) Cackalacky Sauce Trio, one (1) Hat, one (1) Beach Bag, one (1) Can Coolie and Decal, one (1) Dewey’s Trio of Cookies, one (1) Peanut Patch Official Kettle Warmer, two (2) 6lb cans Peanut Patch Boiled Peanuts, twelve (12) 13.5oz cans of Original Peanut Patch Boiled Peanuts, twelve (12) 13.5oz cans Cajun Peanut Patch Boiled Peanuts, twelve (12) 13.5oz cans Salt & Vinegar Peanut Patch Boiled Peanuts, two (2) Peanut Patch Roadside Stand T-Shirts, two (2) Peanut Patch BOILIN’! Logo Caps, two (2) Peanut Patch Can Koozies, one (1) Goo Goo Clusters Variety Pack, one (1) Goo Goo What a Cluster Bottle, one (1) Goo Goo Trucker Hat, one (1) Carolina Packers Brightleaf Classic Gift Bag and two (2) Cheerwine 12-pack Coupons. **Week 9: “Hot Summer Fan Cave”** consists of two (2) Cheerwine Metal Bottle Cap Signs, one (1) Cheerwine Tee, one (1) Cheerwine Hat, one (1) Cheerwine License Plate, one (1) Cheerwine Grilling Tool Set, one (1) Cheerwine Glass Tumbler 2pc Set, one (1) Texas Pete Metal Sign, one (1) Texas Pete Tee, one (1) Texas Pete Hat, one (1) Texas Pete Beach Towel, Texas Pete product coupons and two (2) Cheerwine 12-pack Coupons.

C) GRAND PRIZE – A CHEERWINE VACATION: There will be a one (1) Grand Prize drawn on August 18, 2023. Grand Prize consists of 3 days / 2-night Stay at Brown Mountain Beach Resort, North Carolina. The ARV of Grand Prize is \$989.00. Includes: Accommodation for four (4) people in Riverfront XL Yurt, includes inner tubes, SUP, kayaks and canoes, firepit with firewood and S’mores kit, 16” Wood Fired Craft Pizza meal and Charcuterie Board plus one (1) Cheerwine Blanket, one (1) Cheerwine Metal Bottle Cap Sign, one (1) Cheerwine Soft Cooler, two (2) Cheerwine Beach Towels, one (1) Cheerwine Glass Tumbler 4pc Set, two (2) Cheerwine 4pk Glass Bottles and two (2) Cheerwine 12-pack Coupons. **RESTRICTIONS:** Winners’ guests must be age of majority in the state in which they reside, subject to the following exception: A guest may be a minor if the winner is the parent or legal guardian of the minor. The winner must execute all required documents on behalf of such an eligible minor. The prize does not include the cost of transportation, or any other expenses incurred either prior to departure or subsequent return. Certain blackout dates may apply. Resort accommodation is subject to availability at time of booking. Resort accommodations are all based on double occupancy except as noted herein. Transfers, taxes, meals, gratuities, and all other expenses not specified herein, are the responsibility

of the winner. Each Prize is nontransferable and no cash substitution, in part or in whole, is allowed except by Sponsor who may substitute a prize of equal or greater value should the advertised prize become unavailable. No compensation is offered for any portion of the prize not utilized; any portion of the prize not utilized, and its corresponding value will be forfeited. Each trip must be taken by August 30, 2024 or will be forfeited in its entirety. No exceptions will be allowed. This expiration date will not be extended, and these trips can only be used in conjunction with this promotion.

For all prizes exceeding \$600.00, the prize will be taxable to the Winner as income. An IRS Form 1099 and W9 will be issued in the name of the Winner for the actual value of the prize awarded. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a prize not specifically provided for in these Official Rules are solely the Winner's responsibility.

For all Gift Card prizes, certain conditions may apply – see the card for details. No cash or substitution, in whole or in part, is allowed for any prize except as determined by Contest Sponsor. Contest Sponsor may substitute a prize of equal or greater value should the advertised prize become unavailable. No compensation or substitute is offered for any portion of the prize not claimed or utilized; any portion of the prize not utilized, and its corresponding value will be forfeited. Prizes may not be exactly as shown in the contest publicity or promotional materials. Any costs and expenses for any prize, not expressly detailed herein, are the sole responsibility of the winner. All tax liability on all prizes is solely the responsibility of the winner.

6) NOTIFICATION AND REDEMPTION: If you have been chosen as a potential winner for any of the prizes as described above, the Contest Sponsor and / or their Agents will contact you via private message through the social media application, email, or other contact information you provided to the Contest Sponsor. If the selected potential winner does not respond to the Contest Sponsor's or Administrators' notification within seven (7) days of the prize selection, and if the Contest Sponsor or Administrators has made two (2) separate contact attempts, the potential winner will be disqualified, and a new potential winner may be selected from among the remaining eligible entries.

As a condition of awarding any Contest prize, winner must sign and return, within five (5) days of receipt, the Contest Sponsor's Release Form confirming his/her compliance with these Official Rules and releasing the Contest Sponsor and Administrators, each of their respective affiliates, subsidiaries, advertising and promotional agencies, and the directors, officers, partners, dealers, employees and agents of each of the foregoing, from and against any and all liability arising from or in connection with participation in the Contest or the acceptance, possession or use/misuse of the prize (or any portion thereof). The winner must also provide proof of identity to a valid representative of the Contest Sponsor or Administrators. If a potential winner fails to return the required documents and provide proof of identity in accordance with these Rules or is found to have violated the rules of the Contest in any way, or if any prize or prize notification from the Contest Sponsor is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. In the case of forfeiting, the Contest Sponsor may hold a random drawing to select an alternate prize winner.

You are not a winner until your submission or online claim has been verified and your eligibility confirmed by the Administrator. Once verified, prizes will be shipped prepaid to the winner's valid disclosed address. Some weekly prize packs may involve multiple shipments from various locations. Allow approximately four (4) to six (6) weeks for shipment of prizes following verification.

Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official winners of the Contest. If you are under the age of majority, you must have a parent or legal guardian to accept the prize on your behalf. Prize winners will be randomly drawn from among all eligible entries received at the offices of the Administrator or their Agents. Limit one winner per household.

7) ODDS: For Social Media Post prizes, the committee selects winners. Odds of winning any prize in the Contest Sweepstakes drawings, including the Grand Prize, is dependent upon the number of eligible entries received prior to any prize selection.

8) LIST OF WINNERS/COPY OF RULES: The name of the prize winners and a copy of the complete Official Rules are available by sending a self-addressed, stamped envelope to "Cheerwine Contest, 600 Main Street, #300, Tonawanda, NY 14151-0888, before December 31, 2023. Please specify "Rules" and/or "Winners' List" with your request. Vermont residents may omit return postage.

9) PUBLICITY: Acceptance of a prize constitutes permission for the Contest Sponsor and Social Entities, to use the winner's name, likeness, voice and/or comments for advertising, trade, or promotional purposes worldwide in commerce and in any media without limitation or additional compensation unless prohibited by law. The name of the Contest prize winner may be published in the Contest Sponsor's media following verification of prize winner.

10) RESTRICTIONS: The following are prohibited and will result in automatic disqualification from the Contest: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Contest Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Contest.

11) PRIVACY: Contest Sponsor will be collecting personal data about you for the administration of the Contest and for purposes of internal market research. No such personal data will be transferred or sold to any third party except in the following circumstances:

- when you give us permission to do so;
- when, in good faith, we believe the law requires disclosure;
- to affiliated companies, provided that our affiliated companies and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these Official Rules; and
- to our respective agents for data processing purposes, our respective professional advisors and promotional and marketing agencies, provided that such agents, professional advisors and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

Contest Sponsor may match aggregated statistical use information to parameters established by third parties, without releasing user information. This information will not contain any personally identifiable information. Contest Sponsor may share aggregate information with trading partners, co-branded sites, participating sponsors, and advertisers; however, this aggregated information will not contain personally identifiable information.

12) GENERAL TERMS AND CONDITIONS: Participation in the Contest constitutes the entrant's ("you" or "your") full and unconditional agreement to and acceptance of these Official Rules including the decisions of the Contest Sponsor, which are final with respect to all matters relating to the Contest. This Contest is void outside the jurisdictions specified in these Rules and where prohibited by law and is subject to all applicable federal, state, and local laws and regulations. The Contest Sponsor reserves the right to terminate or withdraw the Contest or to amend these Official Rules at any time, without prior notice. Unless otherwise noted, all taxes, fees and all other expenses and surcharges on prizes, if any, are the sole responsibility of the prize winner, except as provided herein. The Contest Sponsor and Social Entities make no representations or warranties regarding any awarded prize. By participating in the Contest, each entrant agrees to release and hold the Contest Sponsor, any Prize suppliers, Administrators, Facebook, Instagram, Twitter and TikTok and each of their respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment agencies, legal advisors and each of their respective employees, officers, directors, shareholders and agents (collectively the "Released Parties"), harmless from any and all losses, damages, rights, claims and actions of any kind arising from or in connection with participation in the Contest or resulting from acceptance, possession, or use/misuse of any prize or participation in prize-related activities, including without limitation, any loss, personal injury, death, property damage, and claims based on publicity rights, defamation, or invasion of privacy.

All entries and prize claims received become the property of the Contest Sponsor and will not be returned. Released Parties are not responsible for any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Contest.

The Released Parties are not responsible for lost, late, damaged, misdirected, illegible, postage-due, or incomplete entries, requests, or prize claims. The Released Parties are further not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions, damage to entrant's or any person's computer and/or its contents, or causes beyond Contest Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Contest; (iv) any entries submitted in a manner that is not expressly allowed under these rules; or (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest. All incomplete or non-conforming entries will be disqualified. If for any reason the Contest cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud,

technical failures, or any other causes beyond the control of Contest Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Contest Sponsors and/or Administrators reserve the right to terminate the Contest.

All properly claimed prizes will be awarded. The ARV of all available prizes is \$13,766.00

Contest Sponsor: Carolina Beverage Corporation, Salisbury, NC 28146.

Contest Administrators: The Padgett Smith Project, Charleston, SC 29422.